

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 97230801	DATE OF AWARD 09/26/2016	
		MODIFICATION NUMBER: 4 PROGRAM CODE: V		
		TYPE OF ACTION Augmentation: Increase		MAILING DATE 10/03/2016
		PAYMENT METHOD: Advance		ACH# 20043
RECIPIENT TYPE: Indian Tribe		Send Payment Request to: Las Vegas Finance Center		
RECIPIENT: Saint Regis Mohawk Tribe 412 State Road Route 37 Akwasasne, NY 13655 EIN: 16-1007650		PAYEE: Saint Regis Mohawk Tribe 412 State Road Route 37 Akwasasne, NY 13655		
PROJECT MANAGER Ken Jock 412 State Road Route 37 Akwasasne, NY 13655 E-Mail: ken.jock@srmt-nsn.gov Phone: 518-358-5937	EPA PROJECT OFFICER Pietro Mannino 290 Broadway, ERD/NYRB New York, NY 10007-1866 E-Mail: mannino.pietro@epa.gov Phone: 212-637-4287	EPA GRANT SPECIALIST Cynthia Pabon Grants and Audit Management Branch, OPM/GAMB E-Mail: Pabon.Cynthia@epa.gov Phone: 212-637-3405		
PROJECT TITLE AND EXPLANATION OF CHANGES Alcoa FY 16 Increase This amendment increases the agreement by \$249,839 from \$769,387 to \$1,019,226 as requested in the application dated July 13, 2016. In addition, the budget and project period start dates are corrected to reflect the originally approved dates of November 15, 2009. The budget and project period end dates are extended to November 14, 2018. All previous Terms and Conditions to this Agreement remain in effect for funds awarded and obligated prior to the date of this amendment, with the exception of Administrative Condition Number 18 (UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE), which is superseded by Grant-Specific Administrative Condition A in this amendment. This amendment also adds an entirely new set of General, and Grant-Specific Administrative and Programmatic conditions that apply to the unobligated balances and newly awarded funds. Please pay careful attention to the terms and conditions of the award.				
BUDGET PERIOD 11/15/2009 - 11/14/2018	PROJECT PERIOD 11/15/2009 - 11/14/2018	TOTAL BUDGET PERIOD COST \$1,019,226.00	TOTAL PROJECT PERIOD COST \$1,019,226.00	
NOTICE OF AWARD				
<p>Based on your Application dated 07/13/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$249,839. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,019,226. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866		ORGANIZATION / ADDRESS U.S. EPA, Region 2 Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Richard Manna - Acting Assistant Regional Administrator for Policy and Management			DATE 09/26/2016	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 769,387	\$ 249,839	\$ 1,019,226
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 769,387	\$ 249,839	\$ 1,019,226

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
ALCOA	1602HE0403	16	TR2B	02DB	303DD2	4185	024EMA01	C002	249,839
									249,839

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$475,864
2. Fringe Benefits	\$143,982
3. Travel	\$52,460
4. Equipment	\$0
5. Supplies	\$36,144
6. Contractual	\$138,000
7. Construction	\$0
8. Other	\$30,917
9. Total Direct Charges	\$877,367
10. Indirect Costs: % Base	\$141,859
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$1,019,226
12. Total Approved Assistance Amount	\$1,019,226
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$249,839
15. Total EPA Amount Awarded To Date	\$1,019,226

Administrative Conditions

All previous Administrative Terms and Conditions to this Agreement remain in effect, with the exception of Administrative Conditions 18 (UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)), which is superseded by the condition in this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/sites/production/files/2016-03/documents/epa_general_terms_and_conditions_effective_march_29_2016_or_later.pdf.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISE

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

Pursuant to 40 CFR, Section 33.412, Tribal and Insular Area recipients are not required to negotiate a fair share goal until 3 years from the effective date of the DBE Rule. After that 3-year phase-in period has expired, Tribal and Insular Area recipients are required to adhere to the full requirements of 40 CFR, Part 33, Subpart D, as applicable.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide the Grants Specialist with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the Region 2 Grants Office's central mailbox (Region2_GrantApplicationBox@epa.gov) with a courtesy copy to the grants specialist. The current EPA Form 5700-52A can be found at <http://www2.epa.gov/grants/epa-grantee-forms>

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

B. ADVANCE METHOD OF PAYMENT

Pursuant to 2 CFR 200.305, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and emailing it to the Las Vegas Finance Center at LVFC-grants@epa.gov. This form can be found at <http://www2.epa.gov/grants/epa-grantee-forms>. All email attachments must be sent in pdf format.

C. INTERIM FEDERAL FINANCIAL REPORT AND CLOSE-OUT INSTRUCTIONS

1. Interim Federal Financial Reports (FFRs)

Pursuant to 2 CFR 200.327, EPA recipients shall submit an interim annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the anniversary of the start date of the agreement. The FFR must be emailed to LVFC-grants@epa.gov. A courtesy copy of the interim FFR can be submitted to the Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

2. Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FFR, in accordance with 2 CFR 200.343. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Audit Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds

- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

D. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA prior to the budget/project period expiration dates. The extension request should be submitted to the EPA, Grants and Audit Management Branch via email to Region2_GrantApplicationBox@epa.gov. An interim FFR (SF-425) covering all expenditures and obligations to date, must be emailed to the Las Vegas Finance Office at LVFC-grants@epa.gov or sent to the following address:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119

To expedite processing of your request, please submit a courtesy copy of the interim FFR to the Grants and Audit Management Branch along with your extension request. All email attachments must be sent in pdf format. Documents emailed to us in any other format will not be accepted.

E. INDIRECT COSTS - INDIAN TRIBAL GOVERNMENTS

1. If the recipient does not have a previously established indirect cost rate, and is not approved for use of the 10% flat IDC rate, it agrees to prepare and submit its indirect costs rate proposal in accordance with "Appendix VII to Part 200- States and Local Government and Indian Tribe".

The recipient must send its proposal to the U.S. Department of the Interior within ninety (90) days from the effective date of the award of this assistance agreement to:

National Business Center
Indirect Cost Services
U.S. Department of the Interior
2180 Harvard Street, Suite 430
Sacramento, CA 95815-3317

The recipient must copy this EPA office with its proposal via email at OGD_IndirectCost@EPA.GOV.

2. Recipients may not draw down indirect costs unless they: i) have a current rate agreement; ii) have been approved for a flat 10% rate; or iii) have submitted, within 90 days of award, an indirect cost rate proposal to the U.S. Department of the Interior for review and approval and a final rate has been determined.

3. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the amount identified in the award for indirect costs without EPA approval.

F. GOVERNING REGULATIONS FOR MONETARY AMENDMENTS ORIGINALLY

AWARDED USING 40 CFR PARTS 30 OR 31

Although page 2 of this amendment cites the new governing Federal Grant Regulations at 2 CFR Parts 200 and 1500, please note that these regulations apply solely to the newly added funds and any previously awarded funds not yet obligated (unobligated balances defined at 2 CFR 200.98) by the recipient as of the award date of this amendment. The governing regulations (40 CFR 30 or 31 as applicable) cited in prior amendments remain in effect for funds obligated by the recipient prior to the award date of this amendment.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC CONDITIONS

A. TRIBAL GRANT CYBERSECURITY

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable Tribal law and policy cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

B. COMPETENCY POLICY

In accordance with EPA's Policy to Assure the Competency of Organizations Generating

Environmental Measurement Data under Agency-Funded Assistance Agreements, for all awards where the maximum value of the assistance agreement will exceed \$200,000 in federal funding and the project will involve the generation or use of environmental data, the Recipient will be required to demonstrate competency prior to award. Alternatively, where a pre-award demonstration of competency is not practicable, the Recipient must demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy, including methods by which competency may be demonstrated, is available online at:
<http://www2.epa.gov/measurements/documents-about-measurement-competency-under-acquisition-agreements>.

C. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports:

The recipient shall submit, to the EPA Project Officer, **annual or semi-annual** performance reports (preferably electronic copies), due each May 30th and November 30th, for the duration of the agreement. In accordance with 2 CFR 200.328, the recipient agrees to include in performance reports submitted under this agreement brief information on each of the following areas:

- 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 2) reasons why anticipated outputs/outcomes were not met:
- 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In accordance with 2 CFR 200.328(2)(d)(1), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. In addition, interim performance reports must prominently display the three Essential Elements required for state workplans and reports. They are:

- Essential Element 1 - Strategic Plan Goal
- Essential Element 2 - Strategic Plan Objective
- Essential Element 3 - Workplan Commitments plus time frame

Final Performance Report:

The recipient agrees to submit two copies of the Final Performance Report to the EPA Project Officer. The Final Project Report is due within 90 days after the end of the budget/project period. Final performance reports must prominently display the three Essential Elements required for state workplans and reports. They are:

- Essential Element 1 - Strategic Plan Goal
- Essential Element 2 - Strategic Plan Objective
- Essential Element 3 - Workplan Commitments plus time frame

The report will include any agreed-upon work-product(s) resulting from the project and the following:

- 1) an abstract or overview of the project including completed workplan activities;
- 2) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 3) reasons why anticipated outputs/outcomes were not met:
- 4) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- 5) the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be
- 6) materials generated in connection with project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).